



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE  
REFER TO FILE: **AS-0**

May 23, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **GRAFFITI ABATEMENT PROGRAM SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5 3 VOTES**

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that graffiti abatement services can be more economically performed by independent contractors than by County employees.
2. Find that the graffiti abatement services are categorically exempt from the California Environmental Quality Act (CEQA).
3. Approve the enclosed Master Agreement (Enclosure A) for "2002 - Graffiti Abatement Program" to be executed with various contractors listed in Enclosure C at the specified annual rates of compensation, for a contract period of one year commencing on July 1, 2002, with two 1-year options, not to exceed a total contract period of three years.
4. Delegate authority to the Director of Public Works to execute individual contracts under this Master Agreement with each contractor listed in Enclosure C and to renew each contract for the two 1-year renewals, if, in the opinion of the Director, renewal is warranted; and to terminate any or all of the contracts in accordance with their terms, if, in the Director's opinion, it would be in the best interest of the County to do so.

5. Authorize Public Works to encumber the annual amounts specified in Enclosure C for the 12 individual contracts, an aggregate annual amount that will not exceed \$766,800.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Since 1997, the County has been contracting for graffiti removal services under the Zero Tolerance Graffiti Abatement Program. Award of these contracts will continue this program in Supervisorial Districts 1, 2, 4, and 5. This program is designed to remove graffiti quickly and as often as necessary to keep the zones graffiti free. A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for fame and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed or buffed out. In severely affected areas, cleanups are essential components of fighting the downward spiral of neighborhood deterioration.

### **Implementation of Strategic Plan Goals**

This action meets the County's Strategic Plan Goal of Children's and Families' Well Being. This cleanup program will affect the well being of all living in the affected areas. Prevention and timely removal of graffiti addresses urban blight to enhance the quality and attractiveness of neighborhoods for residents and businesses.

### **FISCAL IMPACT/FINANCING**

The contracts are for an aggregate amount not to exceed \$766,800 annually. Funds are available in Public Works' 2002-03 Road Program Budget, as well as County Engineer's General Fund to cover the cost of these contracts. Block grant funds for graffiti abatement received from the Community Development Commission will be utilized for eligible costs outside the road rights of way.

Each individual contract will be for an initial period of one year commencing on July 1, 2002. Thereafter, the Director may renew the contracts from year to year for a total contract period not to exceed three years. In any event, any one or all of these contracts may be canceled or terminated at any time by the Director, without cause, upon the giving of at least 30 days'

written notice to the contractor(s). The contracts also allow termination should funds not be appropriated for a future fiscal year.

Based on the Auditor-Controller's guidelines for determining the cost-effectiveness of Proposition A contracts, Public Works has determined that graffiti abatement in the specified zones can be more economically performed by independent contractors than by County employees. A projected savings of \$176,792 will be realized by Public Works during the program's first contract year. However, if Public Works was to use the same number of staff as the contractors, the contracts would not be cost-effective. The projected savings is primarily created by our requirement for a greater staffing level based on our concerns for the safety of our employees. Our policy requires our employees to work in teams of two when performing graffiti abatement work, as the work may be viewed as hostile activity and our employees may be viewed as intruders.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This graffiti abatement service is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Businesses) of the Los Angeles County Code.

County Counsel has approved the Master Agreement (Enclosure A) as to form.

The contracts will contain Board-ordered terms and conditions regarding contract termination for improper consideration, consideration of GAIN Program participants should the contractors require additional or replacement personnel, notification of current and new employees regarding the Federal-earned income tax credit, agreement to maximize the use of recycled paper products, and contractor responsibility and debarment.

Public Works has confirmed that the Child Support Services Department has received the contractors' Principal Owner Information forms in compliance with the Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

Public Works has evaluated and determined that the contractors comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agree to pay its full-time employees providing County services a living wage.

## **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the CEQA as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

## **CONTRACTING PROCESS**

On February 12, 2002, Public Works solicited proposals from 181 independent contractors and general community business organizations to accomplish this work. A notice of proposal availability was placed on the Internal Services Department's Contracting and Purchasing website and advertisements were placed in the Los Angeles Times.

On March 11, 2002, five proposals were received, which included one joint venture. The proposals were first reviewed to ensure that they met the mandatory requirements outlined in the Request for Proposals. All proposals met these mandatory requirements and were then evaluated by an evaluation committee consisting of Public Works' staff and representatives of the Sheriff's Department and the City of Los Angeles Police Department. The committee's evaluation was based on criteria outlined in the solicitation document which included proposers' technical competence, record of past performance, approach to work, and cost. Based on this evaluation, it is recommended that the contractors named in Enclosure C be awarded contracts for the zero-tolerance zones indicated.

Enclosure B reflects the minority participation of the proposers who submitted proposals. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The required Comprehensive General and Automobile Liability Insurance certifications, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work commences.

As requested by your Board, the contractors submitted safety records which, in our opinion, reflect that activities they conducted in the past have met reasonable standards of safety.

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Public Works has accessed available resources to review and assess the proposed contractors' past performance, history of labor law violations, and any negative experience with County contracts.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that the contractors will not be required to perform services that exceed the contracts' approved amount, scope of work, and/or terms.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees.

**CONCLUSION**

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

OR  
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Enc. 3

cc: Auditor-Controller (DeWitt Roberts - [w/o enc.])  
Chief Administrative Office  
County Counsel  
Office of Affirmative Action Compliance (Robert Valdez)

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ENCLOSURE A

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_,  
2002,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body  
corporate and politic, hereinafter referred to as "COUNTY,"

AND

(VARIOUS) \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

WHEREAS, the Los Angeles County Department of Public Works has the  
responsibility to maintain a zero-tolerance graffiti abatement services with zones located in  
Supervisory Districts 1, 2, 4, and 5; and

WHEREAS, County may contract with public or private companies that specialize  
in graffiti removal services; and

WHEREAS, based on a competitive Request for Proposals process, County has  
selected and ranked Contractors who propose and desire to provide the graffiti abatement  
services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for  
good and valuable consideration, the parties agree as follows:

#### CONTENTS OF CONTRACT

This Contract shall consist of this Agreement and the Specifications and Conditions  
for "2002 - Graffiti Abatement Program," with zones in Supervisory Districts 1, 2, 4, and 5.

Contractor's proposal submission, and the Contractor's insurance certifications, all  
attached hereto, are incorporated herein, and are agreed by the County and the Contractor  
to constitute an integral part of the Contract document.

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COMPENSATION AND METHOD OF PAYMENT

The annual price quoted by the Contractor in the Schedule of Prices, Part I, Section 6, and accepted by County, shall constitute the annual compensation for services requested by the Department from the Contractor. Payment to Contractor for providing these services will be made in accordance with Part I, Section 5, Method of Payment. In no event will County reimburse any or all Contractors providing services under the 2002 Graffiti Abatement Program Master Agreement an annual amount greater than \$900,000 or such greater sums as the Board of Supervisors shall authorize.

The Contractor agrees in strict accordance with the Specifications to meet the County's requirements.

PRIORITY OF TERMS AND CONDITIONS

In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PULLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
\_\_\_\_\_  
Title

By \_\_\_\_\_  
\_\_\_\_\_  
Title